# State of Rhode Island and Providence Plantations Department of Administration Division of Purchases

#### RIVIP BIDDER CERTIFICATION COVER FORM

#### **SECTION 1 - BIDDER INFORMATION**

Bidder must be registered as a vendor on the RIVIP system at www.purchasing.ri.gov to submit a bid proposal.

Solicitation Number:

7549234A3

Solicitation Title:

ALTERATIONS FOR A NEW MAIL ROOM AT THE PHYSICAL PLANT, RI COLLEGE (1 PG)

**Bid Proposal Submission** 

Deadline Date & Time:

2/4/2015

10:30 AM

RIVIP Vendor ID #:

6755

Bidder Name:

Tower Construction Corp.

Address:

288 Lincoln Avenue

Warwick, RI 02888

USA

Telephone:

401.943.0110

Fax:

401.944.4041

Contact Name:

Estimating

Contact Title:

Estimating

Contact Email:

estimating@towerconstructioncorp.com

#### **SECTION 2 — DISCLOSURES**

Bidders must respond to every statement. Bid proposals submitted without a complete response may be deemed nonresponsive.

Indicate "Y" (Yes) or "N" (No) for Disclosures 1-3, and if "Yes," provide details below. Complete Disclosure 4.

- State whether the Bidder, or any officer, director, manager, stockholder, member, partner, or other owner or principal of the Bidder or any parent, subsidiary, or affiliate has been subject to suspension or debarment by any federal, state, or municipal governmental authority, or the subject of criminal prosecution, or convicted of a criminal offense within the previous 5 years. If "Yes," provide details below.
- N 2. State whether the Bidder, or any officer, director, manager, stockholder, member, partner, or other owner or principal of the Bidder or any parent, subsidiary, or affiliate has had any contracts with a federal, state, or municipal governmental authority terminated for any reason within the previous 5 years. If "Yes," provide details below.
- State whether the Bidder, or any officer, director, manager, stockholder, member, partner, or other owner or principal of the Bidder or any parent, subsidiary, or affiliate has been fined more than \$5000 for violation(s) of any Rhode Island environmental law(s) by the Rhode Island Department of Environmental Management within the previous 5 years. If "Yes," provide details below.
  - 4. List each officer, director, manager, stockholder, member, partner, or other owner or principal of the Bidder, and each intermediate parent company and the ultimate parent company of the Bidder. For each individual, provide his or her name, business address,

) !	principal occupation, position with the Bidder, and the percentage of ownership, if any, he or she holds in the Bidder, and each		
	intermediate parent company and the ultimate parent company of the Bidder.  Disclosure details (continue on additional sheet if necessary):		
-			
-			
-			
-			
-			
	SECTION 3 —CERTIFICATIONS		
Bidders must respond to every statement. Bid proposals submitted without a complete response may be deemed nonresponsive.			
Indicate "Y"	(Yes) or "N" (No), and if "No," provide details below.		
THE BIDDE	R CERTIFIES THAT:		
<u>Y</u> 1. T	he Bidder will immediately disclose, in writing, to the State Purchasing Agent any potential conflict of interest which may occur luring the term of any contract awarded pursuant to this solicitation.		
s re	The Bidder possesses all licenses and anyone who will perform any work will possess all licenses required by applicable federal, tate, and local law necessary to perform the requirements of any contract awarded pursuant to this solicitation and will maintain all equired licenses during the term of any contract awarded pursuant to this solicitation. In the event that any required license shall appear or be restricted or suspended, the Bidder shall immediately notify the State Purchasing Agent in writing.		
<u>Y</u> 3. T	he Bidder will maintain all required insurance during the term of any contract pursuant to this solicitation. In the event that any required insurance shall lapse or be canceled, the Bidder will immediately notify the State Purchasing Agent in writing.		
Ci	he Bidder understands that falsification of any information in this bid proposal or failure to notify the State Purchasing Agent of any hanges in any disclosures or certifications in this Bidder Certification may be grounds for suspension, debarment, and/or rosecution for fraud.		
ol oi	he Bidder has not paid and will not pay any bonus, commission, fee, gratuity, or other remuneration to any employee or official of ne State of Rhode Island or other governmental authority for the purpose of btaining an award of a contract pursuant to this solicitation. The Bidder further certifies that no bonus, commission, fee, gratuity, or the remuneration has been or will be received from any third party or paid to any third party contingent on the award of a contract ursuant to this solicitation.		
pr w pr cc or se wi ta	his bid proposal is not a collusive bid proposal. Neither the Bidder, nor any of its owners, stockholders, members, partners, rincipals, directors, managers, officers, employees, or agents has in any way colluded, conspired, or agreed, directly or indirectly, ith any other bidder or person to submit a collusive bid proposal in response to the solicitation or to refrain from submitting a bid roposal in response to the solicitation, or has in any manner, directly or indirectly, sought by agreement or collusion or other or of the bid proposal or the bid proposal of any other bidder, or to fix any overhead, profit, or cost component of the bid price in the bid proposal or the bid proposal of any other bidder, or to ecure through any collusion, conspiracy, or unlawful agreement any advantage against the State of Rhode Island or any person ith an interest in the contract awarded pursuant to this solicitation. The bid price in the bid proposal is fair and proper and is not inted by any collusion, conspiracy, or unlawful agreement on the part of the Bidder, its owners, stockholders, members, partners, rincipals, directors, managers, officers, employees, or agents.		
<u>Y</u> 7. Th	ne Bidder: (i) is not identified on the General Treasurer's list created pursuant to R.I. Gen. Laws § 37-2.5-3 as a person or entity ngaging in investment activities in Iran described in § 37-2.5-2(b); and (ii) is not engaging in any such investment activities in Iran.		
	ne Bidder will comply with all of the laws that are incorporated into and/or applicable to any contract with the State of Rhode Island.		
Certification (	details (continue on additional sheet if necessary):		

State of Rhode Island through the Division of Pusolicitation and the bid proposal. The Bidder certifugrees to comply with its terms and conditions; (2) information submitted in the bid proposal (including complete. The Bidder acknowledges that the terms are incorporated into any contract awarded to the Bidderson signing below represents, under penalty of	t to this solicitation constitutes an offer to contract with the urchases on the terms and conditions contained in this ies that: (1) the Bidder has reviewed this solicitation and the bid proposal is based on this solicitation; and (3) the this RIVIP Bidder Certification Cover Form) is accurate and and conditions of this solicitation and the bid proposal will dder pursuant to this solicitation and the bid proposal. The f perjury, that he or she is fully informed regarding the has been duly authorized to execute and submit this bid
	BIDDER
Date: 02/04/2015	Tower Construction Corp.

Signature in ink

Salvatore Torregrossa, President

Printed name and title of person signing on behalf of Bidder

Solicitation #: 7549234

Solicitation Title: Alterations for a New Mail Room at the Physical Plant - RIC

#### **BID FORM**

To:

The Department of Administration, Division of Purchases

One Capitol Hill, Providence, RI 02908

Project:

Alterations

New Mail Room

Physical Plant Building #28 Rhode Island College

Bidder:

Tower Construction Corp.

Legal name of entity

288 Lincoln Avenue, Warwick, RI 02888

Address

Salvatore Torregrossa estimating@towerconstructioncorp.com

Contact name

Contact email

401-943-0110

401-944-4041

Contact telephone

Contact fax

#### 1. BASE BID PRICE

The Bidder submits this bid proposal to perform all of the work (including labor and materials) as described in the solicitation for this Base Bid Price, (including the costs for all Allowances, Bonds, and Addenda):



78,700.00

(Base Bid Price in figures printed electronically, typed, or handwritten legibly in ink)

Seventy-Eight Thousand Seven Hundred Dollars

(Base Bid Price in words electronically, typed, or handwritten legibly in ink)

Solicitation #: 7549234

Solicitation Title: Alterations for a New Mail Room at the Physical Plant - RIC

#### ALLOWANCES - None Required

#### BONDS

The Base Bid Price <u>includes</u> the costs for all Bid and Payment and Performance Bonds required by the solicitation.

#### ADDENDA

The Bidder has examined the entire solicitation (including the following Addenda), and the Base Bid Price <u>includes</u> the costs of any modifications required by the Addenda.

All Addenda must be acknowledged.

Addendum No. 1, dated 12.3.2014

Addendum No. 2, dated 01/21/2015

Addendum No. 3, dated 01/26/2015

Addendum No. 3, dated

#### 2. ALTERNATES (Additions to Base Bid Price)

The Bidder offers to: (i) perform the work described in these Alternates as selected by the State in the order of priority specified below, based on the availability of funds and the best interest of the State; and (ii) increase the Base Bid Price by the amount set forth below for each Alternate selected.

#### ADD ALTERNATE- #1- Shelving Units

Two Hundred Dollars

DESCRIPTION: In lieu of Owner furnished shelving, Contractor shall provide two free standing heavy duty metal shelving units, approximately 42" wide, 18" deep and 42" tall.

\$ 200.00

(Amount in figures printed electronically, typed, or handwritten legibly in ink)

(Amount in words electronically, typed, or handwritten legibly in ink)

Solicitation #: 7549234

Solicitation Title: Alterations for a New Mail Room at the Physical Plant - RIC

#### 3. **UNIT PRICES** - None Required

#### 4. CONTRACT TIME

The Bidder offers to perform the work in accordance with the timeline specified below:

Start of Construction

7 calendar days after issuance of Purchase Order.

Substantial Completion

45 calendar days after issuance of Purchase Order.

Final Completion

55 calendar days after issuance of Purchase Order.

The Final Completion date for Work shall be within **55** calendar days of the Purchase Order from the Division of Purchases.

#### 5. <u>LIQUIDATED DAMAGES</u>

The successful bidder awarded a contract pursuant to this solicitation shall be liable for and pay the State, as liquidated damages and not as a penalty, the following amount for <u>each</u> calendar day of delay beyond the date for substantial completion, as determined in the sole discretion of the State: <u>Five Hundred Dollars (\$500.00) per day</u>.

#### **BID FORM SIGNATURE(S)**

This bid proposal is irrevocable for 60 days from the bid proposal submission deadline.

If the Bidder is determined to be the successful bidder pursuant to this solicitation, the bidder will promptly: (i) comply with each of the requirements of the Tentative Letter of Award; and (ii) commence and diligently pursue the work upon issuance and receipt of the purchase order from the State and authorization from the user agency.

The person signing below certifies that he or she has been duly authorized to execute and submit this bid proposal on behalf of the Bidder.

		BIDDER
Date:	02/04/2015	Tower Construction Corp.
		Name of Bidder
		Signature in ink
		Salvatore Torregrossa, President
		Printed name and title of person signing on behalf of Bidder
		<b>#</b> 1387
		Bidder's Contractor Registration Number



### Department of Labor and Training Center General Complex

1511 Pontiac Avenue Cranston, RI 02920-4407

TTY:

Via RI Relay 711

Lincoln D. Chafee Governor Charles J. Fogarty Director

#### STATE CONTRACT ADDENDUM

#### RHODE ISLAND DEPARTMENT OF LABOR AND TRAINING

### PREVAILING WAGE REQUIREMENTS (37-13-1 ET SEQ.)

The prevailing wage requirements are generally set forth in RIGL 37-13-1 et seq. These requirements refer to the prevailing rate of pay for regular, holiday, and overtime wages to be paid to each craftsmen, mechanic, teamster, laborer, or other type of worker performing work on public works projects when state or municipal funds exceed one thousand dollars (\$1,000).

#### All Prevailing Wage Contractors and Subcontractors are reguired to:

- I. Submit to the Awarding Authority a list of the contractor's subcontractors for any part or all of the prevailing wage work in accordance with RIGL § 37-13-4;
- 2. Pay all prevailing wage employees at least once per week and in accordance with RIGL §37-13-7 (see Appendix B attached);
- 3. Post the prevailing wage rate scale and the Department of Labor and Training's prevailing wage poster in a prominent and easily accessible place on the work site in accordance with RIGL §37-13-11; posters may be downloaded at www.dlt.ri.gov/pw/Posters.htm .poster/htm or obtained from the Department of Labor and Training, Center General Complex, 1511 Pontiac Avenue, Cranston, Rhode Island;
- 4. Access the Department of Labor and Training website, at <a href="www.dlt.ri.gov">www.dlt.ri.gov</a> on or before July 1st of each year, until such time as the contract is completed, to ascertain the current prevailing wage rates and the amount of payment or contributions for each covered prevailing wage employee and make any necessary adjustments to the covered employee's prevailing wage rates effective July Ist of each year in compliance with RIGL §37-13-8;
- 5. Attach a copy of this CONTRACT ADDENDUM and its attachments as a binding obligation to any and all contracts between the contractor and any

An Equal Opportunity Employer/Program./Auxiliary aids and services are available upon request to individuals with disabilities.



## Department of Labor and Training Center General Complex 1511 Pontiac Avenue

Cranston, RI 02920-4407

Telephone; TTY;

(401) 462-8000 Via RI Relay 711

Lincoln D. Chafee Governor Charles J. Fogarty Director

subcontractors and their assignees for prevailing wage work performed pursuant to this contract;

- 6. Provide for the payment of overtime for prevailing wage employees who work in excess of eight (8) hours in any one day or forty (40) hours in any one week as provided by RIGL §37-13-10;
- 7. Maintain accurate prevailing wage employee payroll records on a Rhode Island Certified Weekly Payroll form available for download at www.dlt.ri.gov/pw.forms/htm, as required by RIGL §37-13-13, and make those records available to the Department of Labor and Training upon request;
- 8. Furnish the fully executed RI Certified Weekly Payroll Form to the awarding authority on a monthly basis for all work completed in the preceding month.
- 9. For general or primary contracts one million dollars (\$1,000,000) or more, shall maintain on the work site a fully executed RI Certified Prevailing Wage Daily Log listing the contractor's employees employed each day on the public works site; the RI Certified Prevailing Wage Daily Log shall be available for inspection on the public works site at all times; this rule shall not apply to road, highway, or bridge public works projects. Where applicable, furnish both the Rhode Island Certified Prevailing Wage Daily Log together with the Rhode Island Weekly Certified Payroll to the awarding authority.
- 10. Assure that all covered prevailing wage employees on construction projects with a total project cost of one hundred thousand dollars (\$100,000) or more has a OSHA ten (10) hour construction safety certification in compliance with RIGL § 37-23-1;
- 11. Employ apprentices for the performance of the awarded contract when the contract is valued at one million dollars (\$1,000,000) or more, and comply with the apprentice to journeyperson ratio for each trade approved by the apprenticeship council of the Department of Labor and Training in compliance with RIGL §37-13-3.1;
- 12. Assure that all prevailing wage employees who perform work which requires a Rhode Island trade license possess the appropriate Rhode Island trade license in compliance with Rhode Island law; and

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TTY via Rf Relay 711

#### Department of Labor and Training

Center General Complex 1511 Pontiac Avenue Cranston, RI 02920-4407

Telephone: TTY:

(401) 462-8000 Via RI Relay 711

Lincoln D. Chafee Governor Charles J. Fogarty Director

13. Comply with all applicable provisions of RIGL §37-13-1, et. seq;

Any questions or concerns regarding this CONTRACT ADDENDUM should be addressed to the contractor or subcontractor's attorney. Additional Prevailing Wage information may be obtained from the Department of Labor and Training at www.dlt.ri.gov/pw.

#### **CERTIFICATION**

I hereby certify that I have reviewed this CONTRACT ADDENDUM and understand my obligations as stated above.

By: Salvatore Torregross

Title: President

Subscribed and sworn before me this 4th day of Feb., 2015.

Notary Public Marilynn J. Sm

My commission expires: 07/04/2017

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TTY via RI Relay 711



# Department of Labor and Training Center General Complex 1511 Pontiac Avenue Cranston, RI 02920-4407

Telephone:

(401) 462-8000

#### APPENDIX A

# TITLE 37 Public Property and Works

## CHAPTER 37-13 Labor and Payment of Debts by Contractors

**SECTION 37-13-5** 

§37-13-5 Payment for trucking or materials furnished - Withholding of sums due. -A contractor or subcontractor on public works authorized by a proper authority shall pay any obligation or charge for trucking and material which have been furnished for the use of the contractor or subcontractor, in connection with the public works being performed by him or her, within ninety (90) days after the obligation or charge is incurred or the trucking service has been performed or the material has been delivered to the site of the work, whichever is later. When it is brought to the notice of the proper authority in a city or town, or the proper authority in the state having supervision of the contract, that the obligation or charge has not been paid by the contractor or subcontractor, the proper authority may deduct and hold for a period not exceeding sixty (60) days, from sums of money due to the contractor or subcontractor, the equivalent amount of such sums certified by a trucker or materialman creditor as due him or her, as provided in this section, and which the proper authority determines is reasonable for trucking performed or materials furnished for the public works.

#### APPRENDIX B

# TITLE 37 Public Property and Works

## CHAPTER 37-13 Labor and Payment of Debts by Contractors

#### **SECTION 37-13-7**

§ 37-13-7 Specification in contract of amount and frequency of payment of wages. -(a) Every call for bids for every contract in excess of one thousand dollars (\$1,000), to which the state of Rhode Island or any political subdivision thereof or any public agency or quasi-public agency is a party, for construction, alteration, and/or repair, including painting and decorating, of public buildings or public works of the state of Rhode Island or any political subdivision thereof, or any public agency or quasi-public agency and which requires or involves the employment of employees, shall contain a provision stating the minimum wages to be paid various types of employees which shall be based upon the wages that will be determined by the director of labor and training to be prevailing for the corresponding types of employees employed on projects of a character similar to the contract work in the city, town, village, or other appropriate political subdivision of the state of Rhode Island in which the work is to be performed. Every contract shall contain a stipulation that the contractor or his or her subcontractor shall pay all the employees employed directly upon the site of the work, unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates not less than those stated in the call for bids, regardless of any contractual relationships which may be alleged to exist between the contractor or subcontractor and the employees, and that the scale of wages to be paid shall be posted by the contractor in a prominent and easily accessible place at the site of the work; and the further stipulation that there may be withheld from the contractor so much of the accrued payments as may be considered necessary to pay to the employees employed by the contractor, or any subcontractor on the work, the difference between the rates of wages required by the contract to be paid the employees on the work and the rates of wages received by the employees and not refunded to the contractor, subcontractors, or their agents.

- (b) The terms "wages", "scale of wages", "wage rates", "minimum wages", and "prevailing wages" shall include:
  - (1) The basic hourly rate of pay; and
  - (2) The amount of:

- (A) The rate of contribution made by a contractor or subcontractor to a trustee or to a third person pursuant to a fund, plan, or program; and
- (B) The rate of costs to the contractor or subcontractor which may be reasonably anticipated in providing benefits to employees pursuant to an enforceable commitment to carry out a financially responsible plan or program which was communicated in writing to the employees affected, for medical or hospital care, pensions on retirement or death, compensation for injuries or illness resulting from occupational activity, or insurance to provide any of the foregoing, for unemployment benefits, life insurance, disability and sickness insurance, or accident insurance, for vacation and holiday pay, for defraying costs of apprenticeship or other similar programs, or for other bona fide fringe benefits, but only where the contractor or subcontractor is not required by other federal, state, or local law to provide any of the benefits; provided, that the obligation of a contractor or subcontractor to make payment in accordance with the prevailing wage determinations of the director of labor and training insofar as this chapter of this title and other acts incorporating this chapter of this title by reference are concerned may be discharged by the making of payments in cash, by the making of contributions of a type referred to in subsection (b)(2), or by the assumption of an enforceable commitment to bear the costs of a plan or program of a type referred to in this subdivision, or any combination thereof, where the aggregate of any payments, contributions, and costs is not less than the rate of pay described in subsection (b)(1) plus the amount referred to in subsection (b)(2).
- (c) The term "employees", as used in this section, shall include employees of contractors or subcontractors performing jobs on various types of public works including mechanics, apprentices, teamsters, chauffeurs, and laborers engaged in the transportation of gravel or fill to the site of public works, the removal and/or delivery of gravel or fill or ready-mix concrete, sand, bituminous stone, or asphalt flowable fill from the site of public works, or the transportation or removal of gravel or fill from one location to another on the site of public works, and the employment of the employees shall be subject to the provisions of subsections (a) and (b).
- (d) The terms "public agency" and "quasi-public agency" shall include, but not be limited to, the Rhode Island industrial recreational building authority, the Rhode Island economic development corporation, the Rhode Island airport corporation, the Rhode Island industrial facilities corporation, the Rhode Island refunding bond authority, the Rhode Island housing and mortgage finance corporation, the Rhode Island resource recovery corporation, the Rhode Island public transit authority, the Rhode Island student loan authority, the water resources board corporate, the Rhode Island health and education building corporation, the Rhode Island higher education assistance authority, the Rhode Island turnpike and bridge authority, the Narragansett Bay water quality management district commission, Rhode Island telecommunications authority, the convention center authority, the board of governors for higher education, the board of regents for elementary and secondary education, the capital center commission, the housing resources commission, the Quonset Point-Davisville management corporation, the Rhode Island depositors economic protection corporation, the Rhode Island lottery commission, the Rhode Island

partnership for science and technology, the Rhode Island public building authority, and the Rhode Island underground storage tank board.

Form W-9 (Rev. 3/7/11)

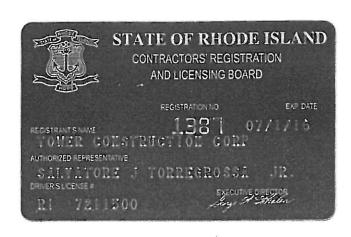
#### State of Rhode Island PAYER'S REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION

THE IRS REQUIRES THAT YOU FURNISH YOUR TAXPAYER IDENTIFICATION NUMBER TO US. FAILURE TO PROVIDE THIS INFORMATION CAN RESULT IN A \$50 PENALTY BY THE IRS, IF YOU ARE AN INDIVIDUAL, PLEASE PROVIDE US WITH YOUR SOCIAL SECURITY NUMBER (SSN) IN THE SPACE INDICATED BELOW. IF YOU ARE A COMPANY OR A CORPORATION, PLEASE PROVIDE US WITH YOUR EMPLOYER IDENTIFICATION NUMBER (EIN) WHERE INDICATED.

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NAME TO	ower Constru	ction Con	cp.	•	-		
ADDRESS 28	88 Lincoln A	venue					
(REMITTANCE AL	DDRESS, IF DIFFEREN	T)					
CITY, STATE AND	••	rwick, R	02888				
CERTIFICATION:	Under penalties of perju	iry, I certify that:		••			
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JUSINESS TYPE C	CHECK-OFF – Check the	appropriate box	for the type of bu	siness ov	vnership.		

1 b

Mail to: Supplier Coordinator, One Capitol Hill, Providence, RI 02908



1387

7/1/16

 $ACORD_{"}$ 

#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/25/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the

Continicate notices in fled of Such	endorsement(s).		
PRODUCER USI Insurance Services LLC C 5700 Post Road P.O. Box 1158	:/L	CONTACT NAME: PHONE (A/C, No, Ext): 401 885-5700  E-WAIL ADDRESS:	877 484-4772
East Greenwich, RI 02818		INSURER(S) AFFORDING COVERAGE INSURER A : Selective Insurance Company of	NAIC#
Tower Construction 288 Lincoln Avenue		INSURER B : Beacon Mutual Insurance Company INSURER C :	24017
Warwick, RI 02888		INSURER D : INSURER E :	
COVERAGES	CERTIFICATE NUMBER:	INSURER F:	

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. ADDL SUBR TYPE OF INSURANCE **POLICY NUMBER** GENERAL LIABILITY X S209306300 02/27/2014 02/27/2015 EACH OCCURRENCE \$1,000,000 X COMMERCIAL GENERAL LIABILITY PREMISES (Ea occurrence) \$300,000 X OCCUR CLAIMS-MADE MED EXP (Any one person) \$5,000 PD Ded:5,000 PERSONAL & ADV INJURY s1,000,000 **GENERAL AGGREGATE** \$2,000,000

GENT AGGREGATE LIMIT APPLIES PER: PRODUCTS - COMP/OP AGG \$2,000,000 POLICY X PRO-AUTOMOBILE LIABILITY 02/27/2014 02/27/2015 COMBINED SINGLE LIMIT A S209306300 s1,000,000 ANY AUTO BODILY INJURY (Per person) ALL OWNED AUTOS SCHEDULED BODILY INJURY (Per accident) AUTOS NON-OWNED X PROPERTY DAMAGE HIRED AUTOS AUTOS UMBRELLA LIAB 02/27/2014 02/27/2015 EACH OCCURRENCE OCCUR 5209306300 \$5,000,000 **EXCESS LIAB** CLAIMS-MADE AGGREGATE s5,000,000 DED X RETENTION \$10,000 WORKERS COMPENSATION В 69604 X WC STATU-TORY LIMITS 06/02/2014 06/02/2015 AND EMPLOYERS' LIABILITY Y PROPRIETOR/PARTNER/EXECUTIVE FICER/MEMBER EXCLUDED? E.L. EACH ACCIDENT \$1,000,000

02/27/2014 02/27/2015

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

S209306300

N

CERTIFICATE HOLDER	CANCELLATION
Tower Construction 288 Lincoln Avenue Warwick, RI 02888	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE
	E. Grild Jam

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(Mandatory In NH)

Property

f yes, describe under DESCRIPTION OF OPERATIONS below

E.L. DISEASE - EA EMPLOYEE \$1,000,000

E.L. DISEASE - POLICY LIMIT \$1,000,000

\$100,000 Leased/Rented

Equipment

#### THE AMERICAN INSTITUTE OF ARCHITECTS



#### AIA Document A310

#### **Bid Bond**

KNOW ALL MEN BY THESE PRESENTS, that we

Tower Construction Corp.

288 Lincoln Ave., Warwick, RI 02886 as Principal, hereinafter called the Principal, and

North American Specialty Insurance Company

650 Elm Street, Manchester, NH 03101

a corporation duly organized under the laws of State of NH

as Surety, hereinafter called the Surety, are held and firmly bound unto

State of Rhode Island and Providence Plantations

One Capitol Hill, Providence, RI 02908

as Obligee, hereinafter called the Obligee, in the sum of

Five Percent of Amount Bid

Dollars (\$ 5%

),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents. WHEREAS, the Principal has submitted a bid for

Alterations for New Mail Room at Physical Plant-RIC Project No. 7549234

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution hereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this

4th

February

, 2015 .

(Witness)

Tower Construction Corp.

(Principal)

(Seal)

BY:

Salvatore Torregrossa (Title)

North American Specialty Insurance Company

BY:

(Surety)

(Witness)

William F. Hertel

Title) Attorney-in-Fact

#### NAS SURETY GROUP

### NORTH AMERICAN SPECIALTY INSURANCE COMPANY WASHINGTON INTERNATIONAL INSURANCE COMPANY

#### GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Manchester, New Hampshire, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Schaumburg, Illinois each does hereby make, constitute and appoint: William F. Hertel

Its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, the following surety bond:

Principal: Tower Construction Corp.

Bond Number: Bid Bond

Obligee: State of Rhode Island and Providence Plantations

Bond Amount: See Bond Form

Bond Description: Alterations for New Mail Room at Physical Plant- RIC Project No. 7549234

Provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of:

#### FIFTY MILLION (\$50,000,000) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9<sup>th</sup> of May, 2012:

"RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By \_\_\_\_\_\_\_Steven P. Anderson, Senior Vice President of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company

By

David M. Layman, Vice President of Washington International Insurance Company

& Vice President of North American Specialty Insurance Company



IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 25th day of May 20 12.

North American Specialty Insurance Company Washington International Insurance Company

State of Illinois County of Cook

ss:

On this 25th day of May 20 12, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and David M. Layman Vice President of Washington International Insurance Company and Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.

"OFFICIAL SEAL"
DONNA D. SKLENS
Notary Public, State of Illinois
My Commission Expires 10/06/2015

Donna D. Sklens, Notary Public

I, <u>Jeffrey Goldberg</u>, the duly elected <u>Assistant Secretary</u> of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 4th

February

-

Assistant Secretary of North American Specialty Insurance Company

2015

Jeffrey Goldberg, Vice President & Assistant Secretary of Washington International Insurance Company &